



MEMORANDUM

**City of Austin
Financial Services Department
Purchasing Office**

DATE: October 28, 2019

TO: Memo to File

FROM: Mike Zambrano, Jr. – Contract Management Specialist III

RE: NI15000007: Lower Colorado River Authority
Automatic Extension, Amendment No. 1, Option 1

The subject contract is an interlocal agreement (ILA) for Mobile and Fixed Radio Services and Equipment. It was established between the Lower Colorado River Authority (LCRA) and Watershed Protection Department.

In addition to the initial amount of \$187,158.00, this contract has **unlimited automatic** 12-month extension options for \$10,800.00 each per RCA #80, November 20, 2014.

This Memo to File documents the amount of \$10,800.00 (for Amendment No. 1, Option 1) has been added to the contract in AIMS. Since the extensions are automatic, there is no need for the vendor or the City of Austin (COA) to sign an amendment. For informational purposes, the total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/29/2015 – 01/28/2020	\$187,158.00	\$187,158.00
Amendment No. 1: Option 1 – Extension 01/29/2020 – 01/28/2021	\$10,800.00	\$197,958.00

NOTE: This contract does not require a valid Certificate of Liability Insurance from the vendor.

**INTERLOCAL COOPERATION AGREEMENT
FOR MOBILE AND FIXED RADIO SERVICES AND EQUIPMENT
BETWEEN CITY OF AUSTIN
AND LOWER COLORADO RIVER AUTHORITY**

This Interlocal Cooperation Agreement ("**Agreement**") is entered into by and between, as Parties, the Lower Colorado River Authority ("**LCRA**"), a local government, being a conservation and reclamation district of the State of Texas created pursuant to Article XVI, Section 59, of the Texas Constitution, and City of Austin ("**USER**"), a Texas home-rule municipal corporation, pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act (Chapter 791, Texas Government Code) to be effective for all purposes as of JANUARY, 29th, 2015 (the "**Effective Date**"). (LCRA and USER may also be referred to individually as a "**Party**" and collectively as the "**Parties.**")

RECITALS

LCRA is authorized by law to own, operate and maintain electric generation and transmission facilities for the benefit of its customers and the general public. LCRA's electric system includes a communications network, including a regional, trunked radio system ("**Trunked Radio System**"), which has been installed for LCRA's use within LCRA's service area for purposes of communications to support its statutory purposes and in conjunction with providing electric power and energy in Texas, public safety, and emergency services.

LCRA holds certain frequency licenses from the Federal Communications Commission ("**FCC**") for operation of the Trunked Radio System by dispatchable mobile and fixed radio services for public safety and business purposes and pursuant to statutes and applicable FCC rules enabling LCRA to provide community assistance and economic development.

USER is authorized by law to provide public services, including but not limited to flood control, emergency services, transportation services, and law enforcement.

The Trunked Radio System has the current capacity to serve the needs of LCRA and others requiring a Trunked Radio System for public safety, local government purposes, and other purposes in compliance with applicable FCC statutes, rules, and licenses and to provide a key communications link between public safety entities throughout the central Texas region;

USER and LCRA wish to establish this Agreement allowing LCRA to provide communications equipment, facilities, and technical services required for the installation and operation of fixed and mobile radio equipment for watershed protection and flood early warning operations, as more specifically set out herein, to assist USER with deploying and maintaining radio communications and data interconnect for flood control operations, remote monitoring of stream gauges and other watershed protection equipment, stream flow data collection and transfer, and response to catastrophic or large-scale incidents or natural disasters, and radio communications coordination support for local, state, tribal, and federal agencies in the State.

It would be a benefit to USER to receive Trunked Radio System service on a non-profit, cost-shared basis without investing the substantial capital cost required for a completely separate infrastructure and by sharing the cost of the existing and planned Trunked Radio System;

LCRA has secured FCC radio licenses and, under Section 90.179 of the FCC's rules, (47 C.F.R. § 90.179), is able to share stations in order to serve eligible users throughout its electric, transmission, and water service territory;

The Parties are authorized to enter into this agreement under Chapter 791 of the Texas Government Code, commonly referred to as the Interlocal Cooperation Act, and more particularly Section 791.025, Texas Government Code.

AGREEMENT

In consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. ACCEPTANCE; USER'S ACCESS TO TRUNKED RADIO SYSTEM

1.1. This document, including Attachments A, B, C, D, and E, is a contract for the LCRA to provide services and equipment to USER when accepted in writing by an authorized representative of USER. It is agreed that the provision of services is made only on the terms and conditions herein. LCRA shall not be bound by the terms and conditions in USER's purchase order or elsewhere unless expressly agreed to in writing. In the absence of written acceptance of these terms, acceptance of services hereunder shall constitute an acceptance of these terms and conditions by USER.

1.2. Access to the Trunked Radio System consists of USER's right to use certain facilities and capabilities of the Trunked Radio System, as described in the Attachments, in consideration for USER's payment of the monthly service fee as indicated on the Mobile Radio Service Agreement Participant Information Sheet (Attachment A) and monthly usage charges, as set out in the LCRA Mobile Radio Service Rate Table (Attachment B). Only the features and capabilities selected by

USER shall be enabled. Changes or modifications to the Attachments may require modification of system parameters, which will be subject to additional service charges as set forth in the Installation and Maintenance Price Sheet (Attachment C). Upon execution of this Agreement, USER's equipment will be activated following: (i) registration of the LCRA-authorized identification numbers of each USER unit, and (ii) LCRA's certification of the equipment installation and operator training.

1.3. USER expressly understands that LCRA, as an FCC licensee, will supervise USER's activities pursuant to this Agreement, and that LCRA will retain control over all aspects of the operation of the Trunked Radio System, as required of a licensee under the FCC's rules and regulations. USER expressly acknowledges that all shared transmitters must be subject to LCRA's control.

2. SERVICES; COST-SHARED BASIS

2.1. USER may select from the menu of telecommunications services offered by LCRA which are set forth on the Participant Information Sheet (Attachment A). The Participant Information Sheet may be amended from time to time upon mutual agreement of the Parties provided that such amendments are in writing and signed by authorized representatives of USER and LCRA. USER agrees to pay for the services and features indicated on the Participant Information Sheet and other attachments to this Agreement, including any optional features as set forth in Section 2.3 below, on a non-profit, cost-shared basis in accordance with Section 90.179 of the rules of the FCC, 47 C.F.R § 90.179. USER shall be billed in accordance with Section 3 of this Agreement.

2.2. All service fees to be paid to LCRA are intended to recover a portion of the operation and maintenance expenses and capital expenditures associated with the Trunked Radio System. Included within the expenditures shall be appropriate reserves for future expenditures on and improvements to the Trunked Radio System.

2.3. In addition to basic services, LCRA is able to procure equipment and provide installation, maintenance, and related services under this Agreement; such services shall be performed either by LCRA's personnel or through independent contractors hired by LCRA. If USER selects such services, the services will be noted on the Participant Information Sheet. LCRA shall ensure that all contractors are knowledgeable and experienced in the work they may perform.

2.4. In addition to equipment services described in 2.3, LCRA is able to provide data interconnect to facilitate delivery of USER's flood-control and stream-gauge information to USER's data collection point. This data interconnect is shown in the Network Diagram (Attachment E), which may be updated from time to time upon mutual agreement of the Parties.

3. SERVICE RATES, CHARGES AND TERMS

3.1. LCRA shall provide the services selected by USER on the Participant Information Sheet at the rates and charges shown on LCRA Mobile Radio Service Rate Table (Attachment B). The LCRA Mobile Radio Service Rate Table includes: (i) USER's monthly basic service fee for use of the Trunked Radio System; (ii) rates and charges for optional services, such as telephone interconnection; and (iii) airtime charges.

3.2. It is agreed that LCRA may at any time revise the LCRA Mobile Radio Service Rate Table (Attachment B) by giving USER written notice of the amount of increase at least sixty (60) days in advance of the date on which the increased fees are to become effective. However, for the initial term of service, Service Level/Coverage Area costs for basic service in effect on the execution date of this Agreement shall not be increased except by mutual agreement of the Parties.

3.3. All rates, charges, and fees for services and equipment provided under this Agreement shall be paid by USER monthly. LCRA will invoice USER monthly or as agreed between the parties. Failure of LCRA to send or for USER to receive an invoice shall not relieve USER from payment of any fees due. The monthly basic service fee associated with USER's access to the system shall be invoiced in advance. Periodic equipment maintenance, monthly usage charges, charges for telephone interconnection and other optional services shall be invoiced at the end of each monthly billing cycle. Late payments shall be subject to interest or reasonable service charges. Charges for equipment purchased or installed shall be invoiced immediately following delivery or installation with payment due within 30 days of the invoice date.

4. USER EQUIPMENT

4.1. USER may purchase from LCRA subscriber equipment such as mobile and portable radios, data radios, and related hardware, software, accessories, and cabling, for USER's use of the Trunked Radio System.

4.2. When requested by USER, LCRA will provide quotes for equipment purchases using the Equipment Price Sheet (Attachment D). All equipment, including subscriber equipment and related hardware, software, and accessories as well as parts and supplies used in the performance of maintenance or repair services shall be billed at LCRA's documented vendor's invoiced cost plus 10%.

5. MAINTENANCE OF USER EQUIPMENT

FCC regulations and proper operation and maintenance of the Trunked Radio System require periodic equipment testing for certain components of the Trunked Radio System. USER agrees to allow LCRA access to USER's equipment for frequency and channel maintenance checks of Trunked Radio System units at any reasonable time and place as requested by LCRA. USER shall pay LCRA for such maintenance in accordance with the Maintenance Price Sheet (Attachment C). At USER's option, USER shall have the right to engage other maintenance suppliers, subject to LCRA's approval,

to maintain USER's equipment in accordance with the regulations of the FCC and the proper operation and maintenance of the Trunked Radio System. USER acknowledges that LCRA will supervise the technical aspects of USER's activities or other maintenance suppliers in accordance with Section 1.3.

6. EXPANSION OF TRUNKED RADIO SYSTEM

LCRA may, at its sole and exclusive discretion, agree to provide services to other participants on the Trunked Radio System. The provision of radio system services to other participants will not diminish the capability of USER to use the Trunked Radio System as agreed to be provided in this Agreement. The execution of Agreements with other Participants may, at the sole option of LCRA, expand the area covered by the Trunked Radio System and may also result in the availability of additional services to some or all participants.

7. TERM - AUTOMATIC RENEWAL

7.1. The initial term of this Agreement shall commence on the Effective Date as set forth above and shall end five years later, unless automatically extended. The Agreement shall automatically extend under the terms and conditions, rates, and charges then in effect for successive one (1) year periods provided that either Party may terminate this Agreement (i) at any time by giving to the other party written notice at least one-hundred eighty (180) days prior to the termination day, or (ii) by giving to the other party written notice at least ninety (90) days prior to the end of any one (1) year extension, and, provided further, that this Agreement shall terminate automatically if the frequency authorization(s) (which may be held by LCRA) under which USER then presently operates is (are) terminated or are revoked by the FCC or otherwise.

7.2. The rates, charges, and fees due and payable by USER for any annual extension shall be the same as made during the preceding term unless LCRA notifies USER of any changes pursuant to the provisions of section 3.2. If, after such notification, USER does not terminate this Agreement and allows it to automatically renew, charges for the next term shall be the new charges set out by LCRA in its notification prior to the automatic renewal date, subject to modification as herein set out.

8. SERVICE INTERRUPTIONS; INTERFERENCE

8.1. LCRA shall have the right, in cooperation with USER's needs, to plan and schedule system outages for purposes of system maintenance, equipment calibration, and similar necessities. Except for such planned outages, LCRA shall credit USER with one day of service for any service outage that exceeds four (4) hours in duration, provided that USER promptly notifies LCRA of the outage. If a service outage exceeds twenty-four (24) hours, LCRA shall credit USER one full day for each partial day of outage. Credit for outages, which shall be subject to LCRA's verification, shall appear in the monthly invoice.

8.2. In the event of an emergency, as declared by the LCRA's emergency coordinator or LCRA's Trunked Radio System administrator, LCRA reserves the right to reallocate service priorities for the duration of the emergency.

8.3. USER agrees to promptly refrain from any action, mode of operation, or equipment configuration that interferes with or causes signal degradation with the Trunked Radio System, and to notify LCRA of any conditions likely to cause interference.

9. ASSIGNMENT; SUBCONTRACT; NO THIRD-PARTY BENEFICIARIES

This Agreement is a privilege for the personal benefit of USER and may not be assigned in whole or in part by USER to any other person or entity unless LCRA enters into a new written agreement with that person or entity. LCRA reserves the right to assign this Agreement or subcontract any of its obligations hereunder. This Agreement is entered into for the sole benefit of the Parties. Nothing in this Agreement shall be construed as conferring any rights, benefits, remedies, or claim upon any person, firm, corporation or other entity not a Party to this Agreement.

10. COVERAGE

10.1. USER acknowledges that one hundred percent (100%) coverage of any area at all times is improbable. Testing and experience with actual field conditions indicate adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt service at any time. Such events are beyond the reasonable control of LCRA. Other causes beyond reasonable control of LCRA are motor ignition and other electrical noise that could be minimized by corrective devices at USER's expense. Satisfactory communication performance is generally viewed as intelligible reception over rolling terrain approximately ninety percent (90%) of the time.

10.2. USER further acknowledges that LCRA is not providing a warranty of coverage and that the inability of LCRA to provide such coverage will be subject to the limitation of liability set forth in Sections 12, 13, and 14.

11. DEFAULT AND REMEDIES

11.1. If USER fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by LCRA to USER, USER shall be deemed in default under this Agreement. If a Party should be in default and if the other Party has performed all of its obligations, the non-defaulting Party shall deliver written notice to the defaulting Party describing the default. If the default continues for more than one month after delivery of the notice (or such time as necessary to correct the default with due diligence), the non-defaulting Party may immediately terminate this Agreement and pursue its remedies as provided below or as otherwise provided at law or in equity.

11.2. Notwithstanding the above, LCRA shall have the right to immediately terminate USER's service at any time for USER's failure to use the Trunked Radio System in accordance with rules and regulations of the FCC or USER's failure to use the Trunked Radio System in accordance with applicable laws and regulations. In the event of termination as herein provided, all accrued and unpaid charges shall be due and payable immediately.

11.3. In the event LCRA has the right to immediately terminate either the Trunked Radio System service in its entirety or, as to USER, this Agreement, LCRA may retain all payments made hereunder, disconnect and deny USER any service provided by the Trunked Radio System or equipment identified herein, and impose a separate charge for disconnect and a separate charge for any reconnect expenses. If disconnect takes place and the equipment requires reprogramming, USER will also be subjected to additional costs for reprogramming its equipment. Each and all of the rights and remedies of LCRA hereunder are cumulative to and not in lieu of each and every other such right and remedy and every other right and remedy afforded by law and equity.

12. WARRANTIES

12.1. LCRA warrants that its management and operation of the Trunked Radio System will comply with reasonable and standard industry practices. LCRA further warrants that it will operate the Trunked Radio System in compliance with all applicable statutes, laws, ordinances, rules and regulations, including, but not limited to, those of the FCC (such as frequency and eligibility requirements).

12.2. USER agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC (such as waiver and eligibility requirements), and (b) to operate the equipment so as not to cause undue interference with any other participants using the Trunked Radio System. LCRA will provide USER with copies of the relevant FCC rules and compliance information upon request. USER recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, LCRA in its sole discretion has the right without liability to modify this Agreement to comply with any such changes. USER further warrants to LCRA that it will operate the equipment for the purposes contemplated by this Agreement, and that USER shall not re-sell service, interconnect, nor patch any equipment with another radio user or another radio system without written consent of LCRA.

12.3. No other warranties, express or implied, are given by either Party.

13. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDIES

13.1. USER acknowledges and agrees that LCRA is not the manufacturer of radio equipment, and LCRA hereby disclaims all representations and warranties, direct

or indirect, express or implied, written or oral, in connection with the equipment or service (whether purchased or leased by USER from LCRA or another), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose. LCRA, to the extent permitted by law, assigns to USER any and all manufacturers' warranties relating to equipment purchased by LCRA, if any, and USER acknowledges receipt of any and all such manufacturers' warranties.

13.2. USER acknowledges and agrees that its sole and exclusive remedy in connection with any defects in any equipment, including manufacture or design, shall be against the manufacturer of the equipment under the manufacturers' warranties and that LCRA shall have no liability to USER in any event for any loss, damage, injury, or expense of any kind or nature related directly or indirectly to any equipment or service provided hereunder. Without limiting the above, LCRA shall have no liability or obligation to USER, in either contract or tort, for special, incidental, or consequential damages of any kind incurred by USER, such as, but not limited to, claims or damages for personal injury, wrongful death, loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind incurred by USER directly or indirectly resulting from or related to any equipment or service described hereunder, whether or not caused by LCRA's negligence, to the full extent same may be disclaimed by law. Any references to equipment in this paragraph shall be deemed to apply to all equipment purchased by USER or leased by USER from LCRA, if any, or another lessor. Notwithstanding the above limitations, LCRA shall be liable for the cost of restoration, repair, or replacement of any USER-owned facilities to the extent such facilities are damaged or destroyed as a direct result of a grossly negligent or willful act of LCRA.

14. INTERRUPTION OF SERVICE; FORCE MAJEURE

Except for actions required by this Agreement, LCRA shall not be liable to USER or any other person for any loss or damage, regardless of cause. LCRA does not assume and shall have no liability under this Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of LCRA or its subcontractors, including, but not restricted to, acts of God, acts of governmental entities, acts of the public enemy, strikes, or severe weather conditions. In the event of any failure or delay attributable to the fault of LCRA or its subcontractors, USER's sole remedy shall be limited to a credit for service as is more fully described in Section 7.1.

15. LIMITATIONS OF LIABILITY; INDEMNIFICATION

15.1. USER understands that (a) alternative means of communication are available to USER; (b) occasional interruption or irregularities in the service may occur; and (c) any potential harm from interruptions or irregularities in the service is speculative in nature. LCRA cannot offer the service at rates which reflect its value to each user, and LCRA assumes no responsibility other than that contained in this Agreement. Accordingly, USER agrees that, except as limited by law, LCRA's sole

liability for loss or damage arising out of mistakes, omissions interruptions, delays, errors, or defects in the service or transmission of service provided by LCRA or any carrier, or for losses or damages arising out of the failure of LCRA or any carrier to maintain proper standards or maintenance and operation shall be a credit for service as set forth in Section 7.1. Notwithstanding any other provisions of this Agreement, *neither Party shall be liable to the other for any special, incidental, consequential, punitive or indirect damages or for any loss of use, revenue, or profit* suffered by the other Party, its successors or assigns, customers or affiliates in connection with any breach of obligation under this Agreement, nor as a result of premises defect, condition or use of real or personal property, interference, failure or unavailability of any equipment, facility or service to be provided by LCRA under this Agreement, or under any other circumstance.

15.2. Neither Party shall be liable for delays, nonperformance, damage or losses due to causes beyond its reasonable control, including but not limited to action of the elements, severe weather, fires, floods, sabotage, government or regulatory action including withholding of approvals, strikes, embargoes, or delays beyond the control of vendors or contractors.

15.3. USER acknowledges that the radio service provided hereunder uses radio channels to transmit voice and data communications and that the service may not be completely private. LCRA is not liable to USER for any claims, loss, damages or cost which may result from lack of privacy on the system.

15.4. USER hereby agrees to indemnify and save LCRA harmless against claims for libel, slander, infringement or copyright from the material, in any form, transmitted over the radio system by USER or those using USER's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of USER with the facilities of LCRA or any carrier; and against all other claims arising out of any act or omission of USER in connection with the facilities or service provided by LCRA.

15.5. LCRA is not liable for any damage, accident, injury or the like occasioned by the use of radio service or the presence of equipment, including radio handsets and other devices, facsimile units, and ancillary equipment of either Party except as provided herein. LCRA is not liable for any defacement or damage to USER's motor vehicles or any personal or real property resulting from the installation or presence of radios and ancillary equipment.

15.6. The liability of LCRA in connection with the services provided is subject to the foregoing limitations, and LCRA makes no warranties of any kind, expressed or implied, as to the provision of such services.

15.7. USER agrees to release, defend, indemnify and hold harmless LCRA, its officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any

nature arising directly or indirectly out of this Agreement, including without limitation, claims for personal injury or wrongful death to users or others in the use or operation of any equipment, products or services provided by LCRA or used in conjunction with such equipment, products or services provided by LCRA and arising out of the manufacture, purchase, operation, conditions, maintenance, installation, return or use of the equipment or service or arising by operation of law, whether the claim is based in whole or in part on negligent acts or omissions of LCRA, its agents or employees. This provision shall not apply to damages to facilities of USER as provided in paragraph 12.2.

15.8. Nothing in this Agreement is intended to waive any immunity from suit or liability to which a Party may be entitled by law, except for acts in violation of the criminal laws.

16. NOTICES

Any notice or demand required or permitted to be made hereunder shall be made to the addresses given on the Participant Information Sheet (Attachment A). Either Party may from time to time designate any other address for this purpose by written notice to the other Party. All notices or demands shall be effective upon receipt and shall be deemed to be received when actually delivered by hand delivery, facsimile transmission, overnight courier, or two days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid.

17. NO COMMON CARRIER OFFERING

With respect to services contemplated by this Agreement, neither USER nor LCRA shall make a common-carrier offering of communication services.

18. TAX CODE CONSEQUENCES.

18.1. The relationship of the Parties shall not be treated as a partnership, joint enterprise, or other taxable entity for any purpose, including liability under the United States Internal Revenue Code (the "Code"). No provision of the Agreement shall be construed to create an association, joint venture, trust, or partnership with regard to the other Party. The Parties agree to take appropriate actions, including appropriate elections under Section 761 of the Code, to exclude the application of the partnership provisions of the Code.

18.2. Each Party shall be responsible for payment of all taxes, if any, on its own facilities or the equipment provided to USER under this Agreement.

19. AMENDMENT; WAIVER; SEVERABILITY

Except for revisions of the LCRA Mobile Radio Service Rate Table (Attachment

B), amendments to the Interlocal Agreement, additions of additional participants and users or the expansion provisions set forth in Section 19 hereinafter, amendments to or modification of this Agreement shall be in writing and signed by authorized representatives of the Parties. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future. The terms and conditions of this Agreement supersede other agreements, written or oral, between the Parties regarding the subject of this Agreement. Should a court of competent jurisdiction find any part of this Agreement invalid or unlawful, the remainder of this Agreement shall remain in full force and effect, consistent with the original intent of the Parties. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

20. EXPANSION OF TRUNKED RADIO SYSTEM

LCRA may, at its sole and exclusive discretion, provide Trunked Radio System services to other entities. USER acknowledges that LCRA has previously entered into other interlocal agreements to provide telecommunication services to certain governmental entities and other utilities and intends to expand the number of users by entering into new agreements in the future. USER also acknowledges and agrees that LCRA has or will expand the area covered by its Trunked Radio System. LCRA agrees that any expansion of the system will not diminish the ability of USER to use the Trunked Radio System as contemplated in this Agreement.

21. NO ORAL AGREEMENTS.

The parties agree that this Agreement contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement and any other writings, understandings, oral representations or contracts for radio service, if any, shall be deemed to be terminated, void and ineffective from the commencement date of this Agreement, except for charges and fees incurred and remaining unpaid under any previous agreement.

22. REVIEWS

The Parties agree to conduct periodic reviews at the request of either Party to coordinate operations and related administrative or management activities with regard to the services provided under this Agreement. The Parties may loan equipment to each other in furtherance of this Agreement, but any such equipment shall remain the property of the loaning Party and must be returned after requested within a reasonable period of time to insure non-interruption of official duties and services.

23. INTERLOCAL CERTIFICATION

The Parties certify that (1) the services described herein and to be provided under this Agreement are necessary and essential for activities that are properly within the Parties' statutory functions; (2) the proposed arrangements serve the interests of

efficient and economical administration of the Parties' authorized functions; (3) the services, supplies, or materials contracted for are not required by Article XVI, Section 21 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder, and; (4) the Party or Parties paying for the performance of governmental functions or services shall make these payments from current revenues available to the paying party.

Executed to be effective on the Effective Date set out in the first paragraph above.

Agreed by:

City of Austin:

By: Sue Edwards

Name: SUE EDWARDS

Title: Assistant City Manager

Lower Colorado River Authority:

By: Stuart Nelson

Name: Stuart Nelson

Title: Sr. VP. Project Services





ENERGY • WATER • COMMUNITY SERVICES

ATTACHMENT A

Mobile Radio Service Agreement

Attachment A

PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT)

AGENCY ADDRESS

CITY

STATE

ZIP

PHONE

FAX

CONTACT NAME

PHONE

FAX

BILLING ADDRESS, IF DIFFERENT FROM ABOVE

CITY

STATE

ZIP

TAX EXEMPT

FEDERAL TAX ID

PURCHASE ORDER

EFFECTIVE DATE

LCRA 900 MHz System	No. of Units	Cost per Unit Per Month	
BASIC SERVICE			
Mobiles *		\$16.00	\$0.00
Portables *		\$16.00	\$0.00
Conventional Interface		\$50.00	\$0.00
Maestro Consoles		\$100.00	\$0.00
Desktop Control Station *		\$16.00	\$0.00
Back-up Control Station		\$5.00	\$0.00
Host ID (data port on EDG)		\$16.00	\$0.00

* LCRA does not charge a monthly fee for spare radios not being utilized.

TOTAL BASIC SERVICE \$0.00

OPTIONS

I-CALL	\$5.00	\$0.00
DATA - Status Messaging	\$10.00	\$0.00
DATA - AVL	\$10.00	\$0.00

TOTAL OPTION FEES \$0.00

TOTAL MONTHLY FEES \$0.00

Please Note:

LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly.

Participant Signature: _____

Date: _____

LCRA Signature: Pat Burch

Date: 2/3/15

Date Received: _____

Attachment B
LCRA Mobile Radio Service Rate Table

Basic Service Rates

Effective 11/1/2012

	Service Level/Coverage Area*	\$ Unit / Month Initial Rate
1	Standard Service - all LCRA sites	\$16.00
2	Independent School Districts	\$9.95
3	I-Call*	\$5.00
4	Data	\$10.00
5	Conventional Interface	\$50.00
6	VIP Console	\$50.00
7	Maestro Console	\$100.00
8		
9		

Service Description

Standard Service Includes:

1. System Access - 24 hours per day, 7 days per week with unlimited air time
2. Telecommunications Operations Center (TOC) Support - 24 hours per day, 7 days per week
3. Emergency Call
4. Individual Call Receive
5. Group Call

* Individual Call - Private radio to radio call

Attachment C

Lower Colorado River Authority

Post Office box 220 Austin, Texas 78767 * (512) 473-3200 Ext. 6330

TELECOM INSTALLATION & MAINTENANCE PRICE SHEET

TYPE	DESCRIPTION	COST
I. Installs:		
1. <i>Underdash/Split Mount</i>	Installation includes: ➤ Programming ➤ Testing ➤ 3 db gain antenna ➤ Swivel Mount	\$ 250.00
2. <i>Dual Band/Dual Head</i>	Installation includes: ➤ Programming ➤ Testing ➤ 3 db gain antenna ➤ Two Swivel Mounts ➤ Installation of additional radio or Control head	\$ 350.00
3. <i>Control Station</i>	Installation includes: ➤ 3 db Omni antenna ➤ RS 20 amp power supply ➤ Bulkhead Polyphaser IS-B50HN-C2 ➤ 100' LMR-400 cable and connectors ➤ Desk Microphone/Mounting Hardware ➤ 4 hours labor ** Tower work and external device work quoted separately	\$ 850.00
4. <i>AVL</i>	Installation of AVL to Radio	\$ 150.00
II. Removal:		
1. <i>Radio Equipment</i>	Removal Includes: ➤ Removal of existing radio and antenna	\$ 50.00
III. Radio Reprogramming	Radio Reprogramming : ➤ Per Customer request at LCRA Shop ➤ Over the Air Programming ➤ Per Customer request at Customer Location	\$ 25.00 \$ 25.00 \$ 25.00 + Mileage
IV. Material Cost	➤ Standard Mobile antenna ➤ Standard External speaker	\$ 30.00 \$ 100.00
V. Labor:		
1. Regular time (scheduled)	Hourly rate during normal hours (7:00am - 3:30pm). Next day / 24 hour response time.	\$ 65.00
2. Overtime (unscheduled)	Hourly rate outside normal hours. Same day response.	\$ 90.00
3. Call out (emergency)	Hourly rate for emergency or call out. Two hour response.	\$ 110.00
VI. Mileage rate:	Per mile rate for all travel to and from work location. No labor charges during travel.	\$.90/mile

- Any work beyond the scope of the above will be billed by the hour.
- All installations are tested for correct SWR, Tx & Rx functions.
- All work has a warranty of 90 days, which covers materials and labor due to defects in workmanship and manufacturing. This warranty does not include damage caused by misuse or by natural causes. Antennas and microphones are only covered under warranty due to defect in workmanship and manufacturing.

ATTACHMENT D
Equipment
Price Sheet

[illegible]

Attachment E
Network Diagram for Data Interconnect

(As-built drawing, to be determined.)

AGENDA



Recommendation for Council Action

Austin City Council	Item ID	37429	Agenda Number	80.
Meeting Date:	11/20/2014	Department:	Watershed Protection	
Subject				
Authorize negotiation and execution of a 60-month interlocal agreement with Lower Colorado River Authority to provide equipment and services to the Watershed Protection Department for provisioning and operation of its Flood Early Warning System data radio network, including a 15 percent contingency for network equipment, for a total amount not to exceed \$187,158 for the initial 60-month term, with subsequent unlimited year-to-year renewal options in the amount of \$10,800 for each 12-month renewal term. Related to Item # 60				
Amount and Source of Funding				
Funding in the amount of \$187,158 is available in the Fiscal Year 2014-2015 Capital Budget of the Watershed Protection Department. Funding for the renewal options is contingent upon future budgets.				
Fiscal Note				
A fiscal note is attached.				
Purchasing Language:				
Prior Council Action:				
For More Information:	Kevin Shunk, P.E., CFM, WPD, 512-974-9176; Chuck Brotherton, CTM-Wireless, 512-927-3209.			
Boards and Commission Action:				
MBE / WBE:				
Related Items:				

Additional Backup Information

As identified in the City's Corrective Action Plan for the Halloween Flood of 2013, rain gauge radio communications were delayed by as much as one hour during the flood due to latency in data transmissions. This latency was due to limitations in existing telemetry architecture of the Flood Early Warning System (FEWS), which utilizes a single radio frequency and a single radio tower for receiving flood-gauge transmissions. These network limitations caused a lowering of rainfall depth data that are provided into the flood forecast models, which caused the flood forecasts to be inaccurate.

The proposed agreement will allow for migration of the existing FEWS flood gauge telemetry system from City of Austin radio tower infrastructure to the LCRA Open Sky Telecommunications radio network to take advantage of multiple receiver sites and more robust bandwidth for faster and more reliable data transmission. It will also allow for migration of the current FEWS database to a more robust, stand-alone server.

Expected results of this migration are better protection of the public from flood hazards through utilization of an existing radio communication infrastructure with more reliable coverage and greater bandwidth than the current network. This will minimize latency in data transfer while improving accuracy and timeliness of flood gauge information received.

As part of this Agreement, the City will purchase radio equipment from LCRA for installation at FEWS flood gauge sites. LCRA will also provide radio programming and network configuration services to accommodate the transfer of flood-gauge data from LCRA's network to WPD's FEWS server.

CIP EXPENSE DETAIL

DATE OF COUNCIL CONSIDERATION:
CONTACT DEPARTMENT(S):

11/20/14
WPD

SUBJECT:

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CURRENT YEAR IMPACT:

Department:	Watershed
Project Name:	FEWS Telemetry and SCADA Improvements
Fund/Department/Unit:	4850 6307 7104
Funding Source:	DUF Funds
Current Appropriation:	300,000.00
Unencumbered Balance:	300,000.00
Amount of This Action:	(187,158.00)
Remaining Balance:	<u>112,842.00</u>

ANALYSIS / ADDITIONAL INFORMATION:

As identified in the City's Corrective Action Plan for the Halloween Flood of 2013, rain gauge radio communications were delayed by as much as one hour during the flood due to latency in data transmissions. This latency was due to limitations in existing telemetry architecture of the Flood Early Warning System (FEWS), which utilizes a single radio frequency and a single radio tower for receiving flood-gauge transmissions. These network limitations caused a lowering of rainfall depth data that are provided into the flood forecast models, which caused the flood forecasts to be inaccurate.

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